

COMBINED SYNOPSIS/SOLICITATION for an Equipment Purchase/Maintenance Contract

General Information

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Solicitation Number:	SOL-FDA-1178985
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Set Aside:	Total Small Business
NAICS Code:	811219

Contracting Office Address

5630 Fishers Lane
Rockville, MD 20857

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested, and a written solicitation document will not be issued.

This solicitation is a request for quotations (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-95.

The associated North American Industrial Classification System (NAICS) code for this procurement is 811219, with a small business size standard of \$20.5 million dollars. This acquisition is set aside for small business.

The Food and Drug Administration (FDA) 10903 New Hampshire Ave., Building 62, Room TBD Silver Spring, MD 20993 seeks to purchase an impaction based high resolution rapid aerosol analyzer with 4 (four) one year option periods. Acquisition of an impaction based, high resolution, rapid aerosol analyzer for quantifying smoke generated by electronic cigarettes.

The rapid aerosol analyzer is a research tool that shall:

1. Enable the FDA to measure the total aerosol size and concentration of electronic cigarette smoke rapidly.
2. Enable the FDA to analyze impactor plates and quantify the chemical constituents as a function of a) puff profiles, b) temperature of the electronic cigarette juice, c) type of electronic cigarette juice etc.
3. The new analyzer shall be compatible with the existing smoking machine. This is critical since the all the instruments are going to be integrated and used together.

The instrument should be installed and the vendor shall provide a one-day training session for a total of 4 to 8 hours on the instrument operation post acquisition.

The Vendor shall supply (1) one year of warranty following purchasing the instrument which includes continuous application support over the phone and via email for the life of the award. The Vendor must also demonstrate a well-documented customer base, preferably in the US and for government facilities, within at least the last (3) three years and provide contacts to obtain evaluation on system performance from independent users. Prices shall include all applicable fees including shipping and handling.

All interested companies shall provide quotations for the following:

Services

Period of Performance

Delivery of equipment: 30 days after receipt of order (DARO)

Pricing Table

CLIN	Description	Unit Price	Qty	Unit of Issue	Price
0001	Base Year, Period of Performance 03/20/2017-03/19/2018	\$	1	EA	\$
0002	Option Period 1- Maintenance Agreement, Period of Performance 03/20/2018-03/19/2019	\$	1	EA	\$
0003	Option Period 2- Maintenance Agreement, Period of Performance 03/20/2019-03/19/2020	\$	1	EA	\$
0004	Option Period 3- Maintenance Agreement, Period of Performance 03/20/2020-03/19/2021	\$	1	EA	\$
0005	Option Period 4- Maintenance Agreement, Period of Performance 03/20/2021-03/19/2022	\$	1	EA	\$
	Total Value				\$

Criteria for the rapid aerosol analyzer:

1. Unipolar corona charging the particles.

In order to operate the instrument in a safe condition, the FDA requires a non-radioactive unipolar corona charger instead of a radioactive charger.

2. Cascade impactor with gravimetric particle size distribution measurement with possibility for chemical analysis of collected samples.

In addition to the particle size distribution, FDA require to check the chemical composition of the generated smoke by electronic cigarettes. So, the FDA requires an impactor based analyzer that can be easily removed to chemically sample the aerosol specific to each impactor size.

3. Size range that can be detected (6 nm – 10 µm).

FDA's objective is to characterize electronic cigarette smoke that span several nanometers to several micrometers. To FDA's knowledge, only few analyzers can operate with high detectability from low size of 6 nm to high size of 10 μ m.

4. Large number of size classes (100 or 500).

The instrument shall have high-resolution, i.e. (ability to have multiple size bins and software algorithm to do determine multimodal size distributions).

5. Time resolution - 1 Hz or higher.

Electronic smoke generated in e-cigarettes are very dense and their chemical kinetics is rapid. As a result their physical size distributions change rapidly. In order to capture this rapid change a high time resolution of at least 1 Hz will be required.

6. Operation in room temperature (20⁰ C).

The instrument shall operate at reasonable temperature such as in between 10⁰ C to 35⁰ C.

7. Easy integration with commercial or in-house smoking machines.

The vendor has to have demonstrated or will have to demonstrate that the analyzer can be easily integrated with our in-house or commercial smoking machines such as Borgwaldt linear smoking machine.

8. Easy maintenance.

Electronic-cigarettes generate high concentration of aerosols and the FDA expects the instrument shall require regular cleaning. Thus, the interior mechanical components of the equipment should be easily accessible for regular cleaning.

9. Servicing or troubleshooting turnaround time quick.

This is a highly time sensitive project. If servicing or troubleshooting is required, the vendor shall be able to assist in the process within 2 weeks to 1 month on an as needed basis.

Place of Performance

Satisfactory performance of this award shall be deemed to occur upon completion of the Maintenance Support Agreement items as detailed in the service section of this solicitation and the acceptance by the COR, of the services and reports required at the dates specified within services section of this request for quote.

FOB Destination:

Address: 10903 New Hampshire Ave
Building 62, Room TBD
Silver Spring, MD 20993

Hours of Operation: Monday-Friday, 8:00 AM -5:00 PM Eastern Time

Government Holidays

Workplace is not available on the Government Holidays stated below, or as prescribed by an Executive Order (EO) or OPM.gov due to inclement weather.

January	(New Year's Day)
January	(Martin Luther King Day)
February	(President's Day)
May	(Memorial Day)
July	(Independence Day)
September	(Labor Day)
October	(Columbus Day)
November	(Veterans Day)
November	(Thanksgiving)
December	(Christmas Day)

The Contractor shall provide the FDA with a minimum of one (1) week's scheduling notice prior to the preventative maintenance inspection of the equipment and component parts.

FAR and HHSAR Clauses

This award incorporates one of more clauses by reference, with the same force and effect as if they were given in full text. The full text of FAR provisions or clauses may be accessed electronically at <http://acquisition.gov/comp/far/index.html>.

Offerors shall complete annual representations and certifications on-line at <http://orca.bpn.gov> in accordance with FAR 52.212-3, "Offerors Representations and Certifications—Commercial Items."

The following contract clauses apply to this acquisition:

- FAR 52.212-4, "Contract Terms and Conditions—Commercial Items" (JAN 2017)

52.217-8 -- Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.232-40 -- Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(4) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- _X_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ___ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- ___ (13) [Reserved]
- _X_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- _X_ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- _X_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

X (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).

X (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

X (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).

___ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

___ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

___ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

___ (35) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

___ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

- ___ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ___ (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- _X_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- ___ (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- _X_ (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (49)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of [52.225-3](#).
- ___ (iii) Alternate II (May 2014) of [52.225-3](#).

___ (iv) Alternate III (May 2014) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (56) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (61) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(12\)](#)).

___ (62)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

- ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- _X_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- ___ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xii) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (Oct 2016)).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

HHSAR Clauses Incorporated by Reference

This contract incorporates the following clauses by reference, noted in Title 48, Federal Acquisition Regulations System, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/index.html>

352.222-70: Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

FDA THREE-WAY-MATCHING INVOICE CLAUSE

A. THE CONTRACTOR SHALL SUBMIT ONE (1) ORIGINAL COPY OF EACH INVOICE TO THE ADDRESS SPECIFIED BELOW:

Office of Financial Services
Food and Drug Administration
10903 New Hampshire Ave
WO32 - Second Floor
MAIL HUB 2145
Silver Spring, MD 20993-0002
Attn: Vendor Payments
301.827.3742 or 866.807.3742
fdavendorpaymentsteam@fda.gov

B. Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Funds Transfer - System for Award Management) and/or other applicable FAR clauses specified

herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

(i) Name and address of the contractor;

(ii) Invoice date and invoice number;

(iii) Purchase order/award number;

(iv) Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed, including:

(a) period of performance for which costs are claimed;

(b) itemized travel costs, including origin and destination;

(c) any other supporting information necessary to clarify questionable expenditures;

(d) The contractor shall include the Contract Line Item/Funding line item number for each description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent (must be the same as that in the purchase order/award, or in a proper notice of assignment);

(viii) Name, title, and phone number of person to notify in event of defective invoice;

(ix) Taxpayer identification number (TIN);

(x) Electronic funds transfer (EFT) banking information, including routing transit number of the financial institution receiving payment

(xi) Name and telephone number of the FDA Contracting Officer (CO) and the Contracting Officer Representative (COR) or other program center/office point of contact, as referenced on the order/contract;

(xii) Any other information or documentation required by the purchase order/award.

C. An electronic invoice shall be in adobe acrobat (PDF) format. All items listed in (i) through (xii) of this clause must be included in the electronic invoice. Electronic invoices must be on company letterhead and must contain no ink changes and be legible for printing.

D. Questions regarding invoice payments should be directed to the FDA Payment Office at:

Food and Drug Administration/ Office of Financial Services,
10903 New Hampshire Ave
WO32 - Second Floor, MAIL HUB 2145
Silver Spring, MD 20993-0002
Attn: Vendor Payments
Phone 301-827-ERIC (3742)

INVOICES SUBMITTED UNDER THIS CONTRACT MUST COMPLY WITH THE REQUIREMENTS SET FORTH IN FAR CLAUSES 52.232-25 (PROMPT PAYMENT) AND

52.232-33 (PAYMENT BY ELECTRONIC FUNDS TRANSFER. SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE) AND/OR OTHER APPLICABLE FAR CLAUSES SPECIFIED HEREIN.

Evaluation 52.212-2- Commercial Items (OCT 2014)

The government will award this contract to the lowest priced technically acceptable offeror. FDA will first evaluate all Offerors' prices, then evaluate the apparent lowest-priced quote/proposal for acceptability under the technical and past performance factors. If the lowest-price Offeror was evaluated as unacceptable, FDA would then consider the acceptability of the next lowest-price Offeror, continuing this process as necessary.

1. Price Quotes shall be FOB Destination inclusive of shipping and handling expense
2. Offeror shall include a price breakout for all components for Item 0001 through Item 0005 extended total, to include detailed description, catalog part/number, quantity, and unit price of each item. All or none.
3. The options will not be funded at time of award. If exercised, funding will be obligated individually each year
4. The Government is not responsible for locating or securing any information which is not identified in the proposal. To ensure information is available, offerors shall furnish as part of their quote, all descriptive material necessary for the Government to unequivocally determine the service offered meets the technical requirements

Period of acceptance of offers: The offeror agrees to hold the prices in its offer firm for 60 days.

Response

All quotations shall be sent to the Contract Specialist, Janae Hughes at janae.hughes@fda.hhs.gov.

Submission shall be received no later than Wednesday, March 15, 2017 at 1:00 PM EASTERN STANDARD TIME to janae.hughes@fda.hhs.gov for submission of quotes. Late submissions shall be treated in accordance with the solicitation provision at FAR 52.212-1(f). E-mailed quotes will be accepted.

Any questions or concerns regarding this solicitation should be forwarded in writing via e-mail to the Contract Specialist, Janae Hughes at janae.hughes@fda.hhs.gov by Friday, March 10, 2017 at 5:00 PM EASTERN STANDARD TIME.